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CRAIG YATES, an individual;

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

CRAIG YATES, an individual,

Plaintiff,

v.

GOMEZ GAS; ADAN GOMEZ, an
 individual; and SHAHNAZ PARVANEH,
 an individual,

Defendants.

CASE NO. CV- 10-4754-PSG

STIPULATION OF DISMISSAL AND
 [XXXXXXXX] ORDER THEREON

The parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the Settlement Agreement and General Release ("Agreement") herein, each party is to bear its own costs and attorneys' fees. The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. See Kokonon v. Guardian Life Ins. Co., 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

Therefore, IT IS HEREBY STIPULATED by and between parties to this action through their designated counsel that the above-captioned action be and hereby is dismissed with prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

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STIPULATION OF DISMISSAL AND [XXXXXX] ORDER THEREON

CASE NO. CV- 10-4754-PSG

1 This stipulation may be executed in counterparts, all of which together shall constitute
2 one original document..

3
4 Dated: October 25, 2011

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

5
6 By: /S/ Thomas E. Frankovich

7 Thomas E. Frankovich
Attorney for Plaintiff CRAIG YATES

8
9
10 Dated: 10-26, 2011

ALLMAN & NIELSEN, P.C.

11
12 By: 

13 Sara B. Allman, Esq.
Attorneys for ADAN GOMEZ, an individual;

14
15 Dated: _____, 2011

VALERIAN, PATTON & STRATMAN

16 By: _____

17 Edward J. Rodzewich,
Attorneys for SHAHNAZ PARVANEH,

18
19 **ORDER**

20 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
21 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for
22 the purpose of enforcing the parties' Settlement Agreement and General Release should such
23 enforcement be necessary., LTD with prejudice pursuant to Fed.R.Civ.P.41(a)(1).

24 Dated: 11/4, 2011

25
26 
Honorable Judge Paul S. Grewal
27 U.S. Magistrate Judge
28

1 This stipulation may be executed in counterparts, all of which together shall constitute
2 one original document..

3
4 Dated: _____, 2011

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

5
6 By: _____

7 Thomas E. Frankovich
8 Attorney for Plaintiff CRAIG YATES

9
10 Dated: _____, 2011

ALLMAN & NIELSEN, P.C.

11
12 By: _____

13 Sara B. Allman, Esq.
14 Attorneys for ADAN GOMEZ, an individual;

15 Dated: 11/19/11, 2011

VALERIAN, PATTON & STRATMAN

16
17 By: _____

18 Edward J. Rodzewich,
19 Attorneys for SHAHNAZ PARVANEH,

20 **ORDER**

21 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
22 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for
23 the purpose of enforcing the parties' Settlement Agreement and General Release should such
24 enforcement be necessary., LTD with prejudice pursuant to Fed.R.Civ.P.41(a)(1).

25 Dated: _____, 2011

26
27 Honorable Judge Paul S. Grewal
28 UNITED STATE DISTRICT JUDGE